

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM320534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXTECH SYSTEMS, LLC		10/10/2014	LIMITED LIABILITY COMPANY: FLORIDA
MDINTELLESYS LLC		10/10/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	GUGGENHEIM CORPORATE FUNDING, LLC		
Street Address:	330 Madison Avenue, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85136207	INTELLEPICK	
Registration Number:	3858552	SOFTWARE FOR BETTER PATIENT CARE	
Registration Number:	4461761	NEXTECH	
Registration Number:	4350534	INTELLEDRAW	
CORRESPONDENCE DATA			
Fax Number:	8046982007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	804-775-1071		
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Robin C. Vance		
Address Line 1:	901 East Cary Street		
Address Line 4:	Richmond, VIRGINIA 23219-4030		
ATTORNEY DOCKET NUMBER:	2057502-1005		
NAME OF SUBMITTER:	Robin C. Vance		
SIGNATURE:	/Robin C. Vance/		
DATE SIGNED:	10/20/2014		

OP \$115.00 85136207

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of October 10, 2014 is entered into by and among NEXTECH SYSTEMS, LLC, a Florida limited liability company (“*Nexotech*”), MDINTELLESYS LLC, a Florida limited liability company (together with Nexotech, collectively, the “*Grantors*” and each a “*Grantor*”) and GUGGENHEIM CORPORATE FUNDING, LLC (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Second Lien Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantors, and certain of the Grantors’ affiliates, and (ii) that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, the Grantors, certain of the Grantors’ affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein

would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**GUGGENHEIM CORPORATE FUNDING,
LLC**, as Administrative Agent

By: Ben Goodman

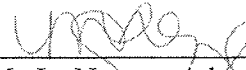
Name: Benjamin Goodman
Title: Attorney-in-Fact

Address of Assignee:

Guggenheim Corporate Funding, LLC
330 Madison Avenue, 10th Floor
New York, NY 10017
Attention: Kaitlin Trinh
Facsimile No.: 212.644.8396

GRANTORS:


NEXTECH SYSTEMS, LLC

By: 
Name: My Le Nguyen Adams
Title: Vice President

Address:
5500 W. Executive Drive, Suite 350
Tampa, FL 33609

Attention: _____
Facsimile No.: _____

MDINTELLESYS LLC

By: 
Name: My Le Nguyen Adams
Title: Vice President

Address:
3001 Eastland Blvd., Suite 5
Clearwater, FL 33761

Attention: _____
Facsimile No.: _____

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
NexTech Systems, LLC (f/k/a NexTech Systems, Inc.)	U.S.	3,858,552	10/5/2010	3/11/2010	NexTech Systems, LLC	SOFTWARE FOR BETTER PATIENT CARE®
NexTech Systems, LLC (f/k/a NexTech Systems, Inc.)	U.S.	4,461,761	01/07/2014	05/09/2013	NexTech Systems, LLC	NEXTECH
MDIntelleSys, LLC	U.S.	4,350,534	06/11/2013	09/23/2010	MDIntelleSys, LLC	INTELLEDRAW

Applications of Registrations of Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
MDIntelleSys, LLC	U.S.	85/136,207	09/23/2010	85/136207	INTELLEPICK